



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2927

EFFECTIVE BEGIN DATE: 04-01-2005
EXPIRATION DATE: 03-31-2006
PAGE: 1 of 4

BUYER :

PAYMENT TERMS (%): DAYS:

VENDOR:

Midland Systems Integ
PO Box 30127

Omaha, NE 68103-1127
USA

VENDOR CONTACT:

Amy Brockhohn

PHONE: 515-281-0865

EMAIL:

VENDOR #: 47078183700

EXT:

DESCRIPTION OF ITEMS CONTRACTED

IBM Passport Renewals per Bid BD805001339 per attached.
See Attached

RENEWAL PERIODS REMAINING

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

309 Workforce Development

005 Administrative Services, Dept

645 Transportation, Dept Of

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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MASTER AGREEMENT

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EFFECTIVE BEGIN DATE: 04-01-2005
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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
1	0.00000		208 COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED) IBM Passport Advantage Renewals	\$0.000000



**STATE OF IOWA
MASTER AGREEMENT**

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TERMS AND CONDITIONS

Incorporation

The Request for Proposal no. _____ [or bid no. _____] and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State of the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure-A

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance-A

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance-B

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2927

EFFECTIVE BEGIN DATE: 04-01-2005
EXPIRATION DATE: 03-31-2006
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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

**Contract # CT 2927
Between The State of Iowa
And MSI Systems Integrators**

This contract is between MSI Systems Integrators, 2600 Westown Parkway, Suite 210, West Des Moines, IA 50266 (MSI) and the State of Iowa represented by the Department of Administrative Services (DAS), Hoover Building, Level A, Des Moines, IA 50319 on behalf of the Information Technology Enterprise, DAS, (ITE) Iowa Workforce Development (IWD) and The Department of Transportation (DOT), or 'Agencies' collectively.

This contract renews various IBM Passport Advantage Software Maintenance Licenses through MSI for the year beginning April 1, 2005 and ending continuously on March, 31 2006 in accordance with IBM compliance requirements. See attached quotations dated March 24, 2005.

For IWD at 100 E. Grand Ave., Des Moines, IA 50319: Quote # 25325666

For DAS ITE at Hoover Bldg, Level A, Des Moines, IA 50319: Quote # 25318358

~~For DOT at 800 Lincoln Way, Ames, IA 50010: Quote # 25318358~~

*deleted by
MSI
3-30-05*

Individual agencies will issue purchase orders for payment purposes against this contract upon receipt of invoices from MSI, Net 60. All invoices to be addressed to the appropriate agency listed above and show contract # CT2927.

Exclusive Agreement

The contract results from bid solicitation BD805001339 and constitutes the exclusive agreement between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

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of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

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The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Department of Administration, General Services Enterprise.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

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Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment.

Warranty

The vendor expressly warrants that all goods shall be merchantable in accordance with UCC Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Jurisdiction

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

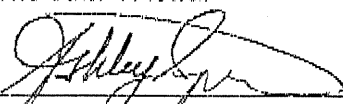
The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor


The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized representatives as of the last date written below.

For The State of Iowa:

By: 
Name: Ashley Super
Title: PA III DAS GSE
Date: 3/30/05

For MSI:

By: 
Name: Margorie Wetmura
Title: Dir - Procurement
Date: 3/30/05



IA - ITE

Software

10714-7103014 - GV - APR - ENT - QTE# 25318358

Proposal Date:

3/24/2005

Payment Terms:

NET 30

Product	Description	Qty.	List	Price
	E00BILL DB2 UDB ENT SRVR ED PROC ANN SW MA RNWL	5 \$	25,505.00 \$	23,683.21
	E1B51LL DB2 UNIV DEV ED INST ANN SW MA RNWL	30 \$	5,790.00 \$	5,376.43
	E0049LL HOST ACC CL FOR ISER 1 REG USR ANN SW MA RNWL	5 \$	128.00 \$	118.86
	E1ALVLL WAS ND PROC ANN SW MA RNWL	14 \$	28,980.00 \$	26,910.00
	E00N5LL WEBSP MQ PROC ANN SW MA RNWL	4 \$	3,076.00 \$	2,856.29
	E00N5LL WEBSP MQ PROC SW MA 7/1/05-3/31/06	9 \$	5,190.75 \$	4,819.98
	E008ZLL TSM FOR DBS MGD PROC ANN SW MA RNWL	14 \$	2,296.00 \$	2,132.00
	E00I9LL TSM EE MGD PROC ANN SW MA RNWL	235 \$	20,210.00 \$	18,766.43
	E008VLL TSM FOR MAIL MGD PROC ANN SW MA RNWL	4 \$	656.00 \$	609.14
	E01MJLL RATL APPL DEV FOR WEBSP SW AUTH USR ANN SW MA RNWL	15 \$	9,240.00 \$	9,051.43
	D51MFLL TSM EE MGD PR LIC+SW MAINT 12 MO	65 \$	27,820.00 \$	25,832.86

Signature: _____

Sub Total	\$	120,156.63
Shipping and Handling	\$	0.00
Total	\$	120,156.63

*** Product to be billed upon shipment, MSI Services to be billed upon completion. ***

Prices are for your information only and are subject to change.

Miscellaneous expenses are not included in purchase total and may be billed separately. (ie. taxes, travel expenses, etc.)

Shipping and handling fee includes standard shipping charges. If order has been requested to be shipped expedite, additional fees may apply.

Pricing valid for complete configuration only. Changes to include; quantity, additions, or deletions will require revised quote and pricing.

15% Restock fee will be applied to all unopened product returns; no return is allowed to opened items.

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**State of Iowa Workforce Development
Software**

10714-7138470 - GV - APR - ENT - Q# 25325666

Proposal Date:

3/24/2005

Payment Terms:

NET 30

Product	Description	Qty.	List	Price
E1CSFLL	DOM DES USER ANN SW MA RNWL	15 \$	2,265.00 \$	2,103.21
E00ILLL	DOM ENT PER PROC ANN SW MA RNWL	84 \$	49,644.00 \$	46,098.00
E00INLL	DOM UTILITY PER PROC ANN SW MA RNWL	1 \$	3,008.00 \$	2,793.14
E00J9LL	LEI FOR PROC ANN SW MA RNWL	2 \$	4,526.00 \$	4,202.71
E1CS6LL	NOTES W COLLAB USER SW MA 2/1/05-3/31/05	1 \$	4.65 \$	4.32
E1CS6LL	NOTES W COLLAB USR ANN SW MA RNWL	1433 \$	40,009.36 \$	37,151.55
E1CS6LL	NOTES W COLLAB USR SW MA 5/1/05-3/31/06	8 \$	204.72 \$	190.10
E1CS6LL	NOTES W COLLAB USR SW MA 8/1/05-3/31/06	1 \$	18.61 \$	17.28
E1CS6LL	NOTES W COLLAB USR SW MA 10/1/05-3/31/06	5 \$	69.80 \$	64.81
E1CS6LL	NOTES W COLLAB USR SW MA 11/1/05-3/31/06	2 \$	23.26 \$	21.60
E1CS6LL	NOTES W COLLAB USR SW MA 12/1/05-3/31/06	1 \$	9.31 \$	8.65
E1CTULL	SMARTSUITE USER ANN SW MAINT RNWL	2 \$	112.36 \$	104.33
E1D8FLL	CICS TG PROC INSTALL SW MA 7/1/05-3/31/06	1 \$	937.50 \$	870.54
E1AW2LL	DB2 CNCT ENT ED SRVR ANN SW MA RNWL	1 \$	612.00 \$	568.29
E1AW2LL	DB2 CNCT ENT ED SRVR SW MA RNWL 7/1/05-3/31/06	1 \$	459.00 \$	426.21
E1AWBLL	DB2 CNCT ENT ED USR ANN SW MAINT RNWL	5 \$	304.15 \$	282.43
E1AWBLL	DB2 CNCT ENT ED USR SW MA 7/1/05-3/31/06	5 \$	228.10 \$	211.81
E1BTYLL	DB2 CM CONC USR ANN SW MA RNWL	105 \$	40,005.00 \$	37,147.50
E1BU7LL	DB2 CM SRVR ANN SW MA RNWL	6 \$	27,468.00 \$	25,506.00
E1CBBLL	WEBSP APP SVR PROC SW MA 7/1/05-3/31/06	1 \$	462.00 \$	429.00
E00N5LL	WEBSP MQ PROC ANN SW MA RNWL	29 \$	22,301.00 \$	20,708.07
E00A4LL	WSAD INTEG ED USR ANN SW MA RNWL	8 \$	8,040.00 \$	7,465.71
E01MJLL	RATL APPL DEV FOR WS SW AUTH USR ANN SW MA RNWL	2 \$	1,232.00 \$	1,206.86
E012WLL	RATL CLEARCASE LT FLTUSR ANN SW MA RNWL	2 \$	530.00 \$	519.18
E0130LL	RATL CLEARQUEST FLTUSR ANN SW MA RNWL	1 \$	698.00 \$	683.76
E0197LL	RATL FUNC TSTR AUTH USR ANN SW MA RNWL	1 \$	634.00 \$	621.06
E0137LL	RATL REQUISITEPRO FLTUSR ANN SW MA RNWL	2 \$	1,268.00 \$	1,242.12
E0137LL	RATL REQUISITEPRO FLTUSR SW MA 7/1/05-3/31/06	2 \$	951.00 \$	931.59
E0139LL	RATL TEAM UNIFYING PLATF FLTUSR ANN SW MA RNWL	1 \$	1,227.00 \$	1,201.96
E01M6LL	RATL SW MODELER AUTH USR ANN SW MA RNWL	3 \$	828.00 \$	811.10
E01MKLL	RATL APPL DEV FOR WS SW FLT USR ANN SW MA RNWL	6 \$	6,468.00 \$	6,336.00

Signature: _____

Sub Total	\$	199,928.89
Shipping and Handling	\$	0.00
Total	\$	199,928.89

***** Product to be billed upon shipment, MSI Services to be billed upon completion. *****

Prices are for your information only and are subject to change.

Miscellaneous expenses are not included in purchase total and may be billed separately. (ie. taxes, travel expenses, etc.)

Shipping and handling fee includes standard shipping charges. If order has been requested to be shipped expedite, additional fees may apply.

Pricing valid for complete configuration only. Changes to include; quantity, additions, or deletions will require revised quote and pricing.

15% Restock fee will be applied to all unopened product returns; no return is allowed to opened items.



**IA Department of Transportation
Software**

99467-7019505 - GV - JUL - ENT - Q# 25343931

Proposal Date:

3/24/2005

Payment Terms:

NET 30

Product	Description	Qty.	List	Price
E00ILL	DOM ENT PER PROC SW MA 7/1/05-3/31/06	24 \$	10,638.00 \$	9,885.82
E1D8FL	CICS TG PROC INST SW MA 7/1/05-3/31/06	3 \$	2,812.50 \$	2,613.64
E1BD5LL	COMM SRVR FOR WIN USR SW MA 7/1/05-3/31/06	50 \$	433.50 \$	402.85
E1BDWLL	COMM SRVR FOR WIN SRVR SW MA 7/1/05-3/31/06	4 \$	492.00 \$	457.21
E1AQSL	DB2 CNCT UNLIM ED MSU SW MA 7/1/05-3/31/06	19 \$	329.27 \$	305.99
E1AR9LL	DB2 CNCT UNLIM ED HOST SRVR SW MA 7/1/05-3/31/06	1 \$	7,645.50 \$	7,104.91
E1BSILL	DB2 CM IMAGE PL 390 CLNT ACC USR SW MA 7/1/05-3/31/06	92 \$	7,452.00 \$	6,925.09
E1BSILL	DB2 CM IMAGE PL 390 CLNT ACC USR SW MA 9/1/05-3/31/06	3 \$	189.00 \$	175.64
E1B7HLL	DB2 UDB WRKGRP SRVR ED SRVR SW MA 7/1/05-3/31/06	2 \$	279.00 \$	259.27
E00IHLL	DB2 UDB WRKGRP SRVR UNLIM ED PROC SW MA 7/1/05-3/31/06	2 \$	2,166.00 \$	2,012.85
E1B5ILL	DB2 UNIV DEV ED INST ANN SW MA 7/1/05-3/31/06	2 \$	289.50 \$	269.03
E1ALVLL	WAS ND PROC SW MA 7/1/05-3/31/06	4 \$	6,210.00 \$	5,770.91
E01MJLL	RATL APPL DEV FOR WS SW AUTH USR SW MA 7/1/05-3/31/06	2 \$	924.00 \$	905.33
E01MLLL	RATL WEB DEV FOR WS SW AUTH USR SW MA 7/1/05-3/31/06	6 \$	693.00 \$	679.00

Prorated Coverage 7/1/05-3/31/06 is subject to acceptance by IBM

Signature: _____

Sub Total	\$	37,767.53
Shipping and Handling	\$	0.00
Total	\$	37,767.53

*** Product to be billed upon shipment, MSI Services to be billed upon completion. ***

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